



RECEIVED

SEP 25 2003

Attorney Docket No: 03136646

TECH CENTER 1600/2900

#10129

1119103

**REVOCATION OF POWER OF ATTORNEY
AND APPOINTMENT OF NEW POWER OF ATTORNEY**

I hereby revoke all previous powers of attorney given in the patent application identified below:

Application No.	10/039,935
Filing Date:	November 1, 2001
Title:	Tooth Bleaching Compositions
First Named Inventor:	R. Eric Montgomery
Art Unit:	1614
Examiner Name:	Shep K. Rose

I hereby appoint practitioners of Mayer, Brown, Rowe & Maw LLP to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, associated with the following CUSTOMER NUMBER:

26565

SEND CORRESPONDENCE TO:

DIRECT TELEPHONE CALLS TO:

26565

Christine M. Rebman

Telephone Number: (312) 701-7174

Mayer, Brown, Rowe & Maw LLP
P.O. Box 2828
Chicago, IL 60690-2828
USA

STATEMENT UNDER 37 CFR 3.73(b)

Oraceutical Innovative Properties, LLC is the assignee of the entire right, title, and interest. Enclosed is an assignment from the inventor(s) of the patent application identified above, which was filed for recordation in the United States Patent and Trademark Office on September 4, 2003. A copy of the Assignment is enclosed.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

9-16-03

Date

R. Eric Montgomery, Manager

Name and Title

Signature



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SEP 25 2003

TECH CENTER 1000/2003

Form PTO-1595
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ORACEUTICAL INNOVATIVE PROPERTIES LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 07/23/03

2. Name and address of receiving party(ies)

Name: ORACEUTICAL ACQUISITION LLC

Internal Address: _____

Street Address: 815 Pleasant StreetCity: Lee State: MA Zip: 01238Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____
See Attachment AB. Patent No.(s) _____
See Attachment AAdditional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christine M. RebmanInternal Address: Mayer, Brown, Rowe & Maw LLPStreet Address: P.O. Box 2828City: Chicago State: IL Zip: 60690-28286. Total number of applications and patents involved: 127. Total fee (37 CFR 3.41).....\$ 480.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

Charge any additional fees to Deposit Account No. 13-0019

DO NOT USE THIS SPACE

9. Signature.

Christine M. Rebman

Name of Person Signing

Christine M. Rebman

Signature

September 4, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 17Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ATTACHMENT A

<i>Application No.</i>	<i>Filing Date</i>	<i>Title</i>	<i>Inventor</i>	<i>Docket No.</i>
10/039,935	November 1, 2001	Tooth Bleaching Compositions	Montgomery	03136646
10/050,196	January 16, 2002	Methods of Whitening Teeth	Montgomery	03136652
10/219,965	August 15, 2002	Tooth Bleaching Compositions	Montgomery	03138302

<i>Patent No.</i>	<i>Issue Date</i>	<i>Title</i>	<i>Inventor</i>	<i>Docket No.</i>
D387,166	December 2, 1997	Dental Tray	Montgomery	03175546
5,816,802	October 6, 1998	Flexible Dental Tray	Montgomery	03175605
5,922,307	July 13, 1999	Tooth Bleaching Compositions	Montgomery	03136675
6,312,670	November 6, 2001	Tooth Bleaching Compositions	Montgomery	03136734
6,322,773	November 27, 2001	Tooth Bleaching Compositions	Montgomery	03136740
6,331,292	December 18, 2001	Tooth Bleaching Compositions	Montgomery	03136705
6,488,914	December 3, 2002	Tooth Bleaching Compositions	Montgomery	03136623
6,514,543	February 4, 2003	Tooth Bleaching Compositions	Montgomery	03136786
6,536,628	March 25, 2003	Tooth Bleaching Compositions	Montgomery	03136681

ASSIGNMENT

(OAC Patent Assignment)

This Assignment ("Assignment") is made and entered into as of July 1, 2003, by R. Eric Montgomery, Oraceutical Innovative Properties, LLC, a Delaware limited liability company, and Oraceutical LLC, a Delaware limited liability company (collectively "Assignor"), in favor of Oraceutical Acquisition LLC, a Delaware limited liability company ("Buyer").

RECITALS AND REPRESENTATIONS:

- A. Assignor, Buyer and certain other persons are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") of even date.
- B. Assignor owns or may assert a claim to all or to a portion of the right, title, and interest in and to the following (collectively the "Patents"):
- (a) all Letters Patent of the United States or any other country, and all applications for Letters Patent of the United States or any other country, which applications and Letters Patents are owned or controlled by Assignor as described in Exhibit A attached hereto and disclose and/or claim part or all of the Technology (as defined below) and the Related Technology (as defined below) together with all Letters Patent which subsequently issue from such patent applications;
 - (b) all re-issues, re-examinations, continuations, continuations-in-part, divisionals, renewals, substitutes or extensions thereof and any foreign counterpart applications including the right to claim international priority;
 - (c) the patentable inventions of Assignor disclosed or claimed therein, including exclusivity respecting the right to make, have made, use, import offer for sale and/or sell (or license or otherwise transfer or dispose of) such inventions;
 - (d) the right (but not the obligation) to prosecute such applications; and
 - (e) the right to enforce (but not the obligation, except as otherwise provided in the Assignment) such Letters Patent and applications, and collect damages, if any, for infringement by any third parties which infringement occurred prior to or after the date hereof.
- C. Pursuant to the terms of the Purchase Agreement, Assignor desires to transfer all of its claims, right, title and interest to any or all of the Patents to Buyer, and Buyer desires to secure same.

1. Grant. In consideration of \$10.00 and other good and valuable consideration paid to Assignor by Buyer, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby assigns to Buyer its entire claim, right, title, and interest in the Patents and in any portion thereof.

2. Definitions.

2.1 "Affiliates" shall mean with respect to a person or entity any other person or entity that directly or indirectly controls, is controlled by or is under common control with such person or entity.

2.2 "BSML Group" shall mean BriteSmile, Inc., a Utah corporation, and BriteSmile Development, Inc., a Delaware corporation.

2.3 "HOC" refers to human oral care and shall mean, specifically, compositions, treatments (including the application of light and/or heat), equipment, materials and any combination thereof, applied to any human oral cavity surface or tissue and intended for the diagnosis, mitigation, cure, treatment and/or prevention of an aesthetic or disease condition of the human oral cavity or tissue, including all and any other beneficial or cosmetic effects to the subject that such application may confer.

2.4 "Knowledge", "Know" or "Known" shall mean the actual knowledge of R. Eric Montgomery as of the date hereof.

2.5 "Liens" shall mean any and all liens, security interests, licenses, encumbrances and other third party claims of any type, whether accrued, absolute or contingent.

2.6 "Material Adverse Effect" shall mean any actual or potential cost or liability which would, individually or in the aggregate, materially and adversely affect financial conditions, results of operations, business interests or business prospects, as applicable.

2.7 "Related Technology" means all existing Technology of Assignor for HOC disclosed or claimed in the Patents and that relates to the development of the Technology or to the performance by the Technology of its intended functions or purposes, whether tangible or intangible, in any stage of development, including without limitation existing enhancements, derivative works, or continuations currently planned or in preparation, designs, improvements, inventions, works of authorship, trade secrets, formulas, processes, routines, subroutines, techniques, concepts, methods, ideas, research and lab notes, files, test data, research, specifications, concepts, work papers, and work product if any exists at the date hereof, all

documentation and all rights of any kind in or to any of the foregoing, including without limitation all proprietary rights and trade secrets.

2.8 The "Technology" shall mean all aspects of Assignor's intellectual property and know-how for HOC.

2.9 All other initially capitalized terms shall have the meanings assigned to them in this Assignment.

3. Assignor's Warranties. Except as qualified by the statements contained in the Disclosure Schedule attached hereto as Exhibit B, each of Assignor hereby jointly and severally represents, warrants, and covenants to Buyer that the statements contained below are true, correct and complete as of the date hereof, as follows:

3.1 Authority and Power. Each of Assignor which is not a natural person is legally and validly formed, organized and existing. Assignor has all necessary rights and powers to enter into and perform according to the terms and conditions of this Assignment. The transfer of the Patents by Assignor to Buyer pursuant to this Assignment is valid and enforceable. Any and all action on the part of Assignor necessary for the authorization, execution, delivery and performance of this Assignment and any other agreements contemplated hereby has been taken. This Assignment and any other agreements contemplated hereby, when executed and delivered by Assignor, will constitute valid and binding obligations of Assignor enforceable in accordance with their respective terms.

3.2 No Violation. The execution, delivery and performance of this Assignment and the consummation of the transactions contemplated by this Assignment will not (i) modify, breach or constitute grounds for the occurrence or declaration of a default under any material agreement by which the Patents may be bound or affected; (ii) result in the creation or imposition of (or the obligation to create or impose) any Lien on the Patents; or (iii) violate any law, regulation, order, judgment or decree of any court or governmental agency, except as to any violation which would not result in a Material Adverse Effect. Assignor is not subject to any order, writ, injunction, or decree of any court or any federal, state, municipal or other governmental department, commission, board, agency or instrumentality, domestic or foreign in respect of the Patents.

3.3 No Third Party Agreements or Consents. Other than as explicitly stated in the Disclosure Schedule, (i) there are no contracts, agreements or understandings materially affecting the Patents, and (ii) no consent of any person not a party to this Assignment is required to be obtained on the part of Assignor to permit the consummation of the transactions contemplated by

this Assignment (including without limitation the transfer to Buyer of all right, title and interest in and to the Patents). Except as specifically provided herein, Buyer shall not by virtue of any contractual arrangement between Assignor and any third party be obligated to provide to any such third party any copies of the patents, or any modifications, enhancements or upgrades thereto or derivative works thereof or any other right or thing of value.

3.4 No Litigation, etc. Other than as explicitly stated in the Disclosure Schedule, there is no litigation, arbitration or other proceeding (formal or informal) pending or, to the Knowledge of Assignor, threatened against or affecting Assignor or the Patents, the result of which could have a Material Adverse Effect on the Patents or Buyer's ability to freely license, use, market and distribute the Patents; nor does Assignor Know or have reason to Know of any basis for the same. To the Knowledge of Assignor, there is no investigation (formal or informal), pending or threatened against or affecting the Patents.

3.5 No Broker's Fees. Assignor has not incurred, and will not incur, directly or indirectly, as a result of any action taken by it, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Assignment that may be imposed against Buyer.

3.6 Title. Assignor has complete, good and marketable title (or rightful possession and ownership, as the case may be with respect to know-how and trade secrets) to all of the Patents and the Related Technology which are disclosed or claimed in the Patents (the "Original Assets"), and the Patents are transferred to Buyer free and clear of any interests of other parties, Liens or restrictions on or conditions to transfer or assignment.

3.7 Technology. To the Knowledge of Assignor, the Original Assets (except for the Related Technology which is disclosed in the Patents) have not been published in such a manner that any material part thereof has entered the public domain. The Original Assets are not the subject of any pending or threatened claim for breach of warranty or product liability Known to Assignor. Any proprietary information relating to the Original Assets has been treated as proprietary and confidential by Assignor. No party other than Assignor, the U.S. Patent and Trademark Office, certain foreign patent and trademark offices, and the BSML Group possesses any copy of all or part of the technical specifications for the Related Technology (except for the Related Technology which is disclosed in the Patents) which is disclosed or claimed in the Patents.

3.8 Compliance with Laws. Assignor is in compliance with all statutes, laws, rules and regulations with respect to or affecting the ownership and use of the Patents except as to any failure of compliance which would not result in a Material Adverse Effect.

3.9 No Fraudulent Conveyance. After due inquiry and negotiation, the sale and purchase of the Patents is made in exchange for fair and equivalent consideration, and Assignor is not now insolvent and will not be rendered insolvent by the sale of the Patents under the terms of this Assignment. The transactions contemplated by this Assignment will not constitute a fraudulent conveyance or any act with similar potential consequences, or otherwise give any creditor of Assignor rights to any of the Patents.

3.10 Noninfringement, etc. The Original Assets (i) are original works of Assignor and, to the best of Assignor's Knowledge, do not violate any copyright, trade secret, trademark, Patent or other proprietary right of any third party; (ii) were not created from nor will they, to the best of Assignor's Knowledge, incorporate at the date hereof any legally protected third party intellectual property that would prevent the Buyer from exercising its rights in the Original Assets; except as has been disclosed in writing to Buyer in the Disclosure Schedule, and (iii) are not as of the Effective Date subject to any third party royalty or other material obligations. Other than Assignor, all persons developing or creating any part of the Original Assets either were acting as employees of Assignor or have executed agreements adequate to assign any interest they may have in their creation to Assignor. There are no existing, pending or, to Assignor's Knowledge, threatened, claims of infringement, misappropriation or disputed ownership by any third party relating to the Original Assets, and, to the Knowledge of Assignor, there is no basis for any such claim.

3.11 Taxes and Audits. To the extent that a failure to do so would result in a Material Adverse Effect to Buyer or the Patents, (i) Assignor has timely filed all federal, state and other returns and reports ("Returns") relating to taxes or other governmental charges, obligations, filings or fees, including without limitation income, business, sales or use, employment, withholding and secondary or transferee liability for taxes and any related interest or penalties ("Taxes"); (ii) Assignor's Returns are true and correct and were completed in accordance with applicable laws; (iii) Assignor has paid all Taxes, if any, due and payable in connection with Assignor's business and its use and ownership of the Patents; (iv) Assignor has withheld all required amounts and paid such amounts to the appropriate governmental authority; and (v) there are no current Liens for Taxes and no pending or threatened audits, examinations, assessments, asserted deficiencies or claims for Taxes.

3.12 Confidential Information and Invention Assignment Agreements. Other than as explicitly stated in the Disclosure Statement, to the Knowledge of Assignor with respect to the Original Assets, no current or former employee, consultant or officer of Assignor or any of its predecessors (i) is in violation of an agreement with Assignor regarding confidentiality and

proprietary information nor (ii) excluded works or inventions made prior to his or her employment from the scope of such agreements, such that said actions by any former employee, consultant or officer would have a Material Adverse Effect.

3.13 Patent Maintenance. Other than as explicitly stated in the Disclosure Schedule, to Assignor's best Knowledge, no act has been done or omitted to be done by Assignor, or any licensee thereof, which has had or could have the effect of impairing or dedicating to the public, or entitling any U.S. or foreign governmental authority or any other person to cancel, forfeit, modify or consider abandoned, any Patents, or give any person any rights with respect thereto. Other than as explicitly stated in the Disclosure Schedule, to the best of its Knowledge, Assignor's Patents are valid, enforceable and free of defects and Assignor has no Knowledge of any facts or claims which would cause any Patent to be invalid or unenforceable, nor has it received any notice that any person or entity may bring such a claim or a claim of interference or opposition. Notwithstanding the foregoing, any action that would constitute an abandonment of an issued U.S. Patent has not and will not have a Material Adverse Effect with respect to the Patents.

4. Indemnification.

(a) Duty to Indemnify. Assignor agrees to indemnify and hold Buyer and its Affiliates, successors and assigns harmless from all claims, losses, liabilities, damages, deficiencies, costs, penalties, interest and expenses, including reasonable attorneys' fees and expenses of investigation (each a "Loss") incurred by Buyer or any of its Affiliates, successors and assigns relating to or resulting from (i) any material breach of a representation or breach of any warranty of Assignor, or failure by Assignor to perform or comply with any covenant that is contained herein or in any exhibit or other document delivered in connection with this Assignment by Assignor or its representatives; (ii) any claim or action by any third party which is or was in privity with any of Assignor questioning the validity of, claiming any interest in or seeking to rescind Assignor's transfer of any Patents to Buyer; (iii) any liabilities, obligations or commitments of, or claims against, Assignor, or against or involving any of the Patents arising out of any act or omission of Assignor prior to the date hereof; or (iv) any successful claim of infringement of any third party patent, copyright or other personal or proprietary right relating to the Patents in the form commercialized as of the date hereof. As used in the preceding sentence, a successful claim of infringement is a final and unappealable decision of a U.S. federal court holding that such Patent or Related Technology in the form commercialized as of the date hereof infringed such third party patent, copyright or other personal or proprietary right that such third

party patent, copyright or other personal proprietary right is valid and enforceable. It is understood and agreed that any product, material, method, equipment or the like that incorporates or embodies any of the Related Technology is not "in the form of commercialized as of the date hereof" if (x) it further includes or is used in combination with other technology, provided that the infringement involves the combination or the other technology, or (y) is a particular embodiment of a product, material, method, equipment or the like (as the case may be) not specifically disclosed in the Related Technology.

In no event shall Assignor be liable for, or subject to indemnification obligations for, any Loss to the extent it arises out of modifications, extensions or other changes to the Patents or Related Technology made by the Buyer or to extent it arises out of applications of the Patents or Related Technology in areas outside of the HOC field of use.

(b) Limitation on Indemnification. Notwithstanding anything to the contrary contained in this Section 4, the obligations of Assignor to provide indemnification pursuant to Section 4 shall not arise unless and until the amount of Losses exceeds \$25,000 (the "Basket Amount") in the aggregate, whereupon the Buyer shall be entitled to receive indemnity payments in the aggregate amount by which all such Losses exceed the Basket Amount.

5. Confidentiality. Assignor acknowledges that, after the date hereof, the Original Assets will constitute proprietary and confidential information of Buyer ("Confidential Information"), and agrees that it will not use or disclose such Confidential Information to any third party without the prior written consent of Buyer; provided, however, that the foregoing restriction shall not apply to any portion of the Confidential Information which (i) is or becomes generally available to the public in any manner or through no fault of Assignor or its employees, agents or representatives, or (ii) is released for disclosure with Buyer's prior written consent, or (iii) is required by a court or a governmental agency to be disclosed or is otherwise required by law, or is necessary in order to establish rights under this Assignment; provided, that, with respect to clause (iii) above, Assignor shall first notify Buyer of such required disclosure and shall take such steps as Buyer shall reasonably request to limit the scope of such disclosure and otherwise protect the confidentiality of the Confidential Information. Subject to the disclosure requirements applicable to the parties with respect to existing agreements and/or in connection with legal proceedings, the terms and conditions of this Assignment shall be considered confidential and shall not be disclosed (except to each party's attorneys and accountants on a need-to-know basis) without the prior written consent of the other parties, except to the extent reasonably necessary for purposes of this Assignment or in order to fulfill obligations under this Assignment. It is

understood and agreed that any disclosure or use of any Confidential Information in violation of this Section 4 would cause Buyer irreparable harm, for which monetary damages would not be an adequate remedy and that Buyer shall be entitled to specific performance and injunctive relief, in addition to other remedies available at law.

6. Other Matters

6.1 Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such patent office officials in foreign countries as are duly authorized by their patent laws, to issue any and all patents on the inventions which are disclosed or claimed in the Patents (the "Inventions") to Buyer as the owner of the entire interest, for the sole use and benefit of Buyer, its successors, assigns and legal representatives.

6.2 Assignor hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which Buyer may request to make this assignment fully effective, including, by way of example but not of limitation, the following:

(a) Prompt execution of all original, continuation divisional, continuation-in-part, substitute, reissue, re-examination and other United States and foreign patent applications on said Inventions, and all lawful documents requested by Buyer to further the prosecution of any of such patent applications; and

(b) Cooperation to the best of its ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, interference or infringement proceedings involving said Inventions.

6.3 Future License to OIP in the Permitted Field. At any time following the Closing a member of the Assignor may bring to the attention of Buyer, by written notice, an opportunity to commercially exploit any of the Patents, either alone or in combination with other technology, in the non-HOC field ("Permitted Field"). If Buyer either expressly declines to license the subject Patents for such commercial exploitation or fails to do so within a reasonable time period (such time period in any event not to exceed ninety (90) days after the date of Buyer's receipt of the written notice unless agreed otherwise by Buyer and the Assignor member at that time), then the Assignor member in question shall be entitled to an immediate and automatic royalty free grant of rights and license under the subject Patents sufficient for such commercial exploitation in the Permitted Field. The Assignor shall have the right, but not the obligation, to take legal action with respect to any infringement of Patents in the Permitted Field, at its own expense. If the Assignor chooses to take such action, all costs associated with any such action, including those of

defending Buyer if named as a party in such action, shall be borne by the Assignor. Buyer shall cooperate (not including any financial obligation on the part of Buyer) with the Assignor as it shall reasonably request, including consenting to being named as a party in any dispute relating to infringement in the Permitted Field.

7. Breach of Agreement; Remedies. If any party to this Assignment believes another party has materially breached any provision of this Assignment, the party alleging the breach shall deliver notice to the other party, specifying the nature of the alleged breach. The party alleged to be in breach shall have sixty (60) days from the date of mailing of such notice in which to attempt to cure the alleged breach. During such sixty (60) day period, any party may request a personal meeting between the parties in which to negotiate in good faith to attempt to resolve the dispute. If such negotiations are unsuccessful and the alleged breach has not been cured by the end of such sixty (60) day period, the party alleging the breach may pursue any and all rights and remedies that it has under this Assignment, at law or in equity, in any judicial or arbitration proceedings.

8. Miscellaneous.

8.1 Expenses. Except as specifically provided herein, each party shall bear its own legal fees and other expenses incurred by it in connection with the negotiation of this Assignment and the carrying out of the transaction contemplated hereby.

8.2 Additional Actions and Documents. Each party agrees to perform such additional acts and to execute such additional documents as are reasonably necessary to carry out the transactions contemplated by this Assignment and to assist Buyer to obtain, perfect and protect its interest in the Patents.

8.3 Entire Agreement; Amendment; Waiver. This Assignment, together with the Exhibits hereto, and the additional documents required to be delivered in connection herewith, constitutes the complete agreement between the parties and supersedes all previous representations, written or oral, with respect to the Patents or other subject matter of this Assignment. Except as otherwise expressly provided herein, this Assignment may be modified or amended only by a writing signed by duly authorized representatives of all parties. The waiver by any party of any default or breach of this Assignment, or any obligation hereunder, shall be ineffective unless in writing, and shall not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Assignment or to insist on strict compliance by another party shall constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

8.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to any law regarding conflicts of laws. The parties consent to the jurisdiction and venue of Delaware state and federal courts in any action arising out of this Assignment. In any legal action arising out of this Assignment, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees.

8.5 Cumulative Remedies. All rights and remedies provided in this Assignment, at law or in equity are cumulative.

8.6 Severability. If any term of this Assignment is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such terms shall be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term cannot be so modified, it shall be severed and the remaining terms of this Assignment shall be interpreted in such a way as to give maximum validity and enforceability to this Assignment.

8.7 Binding Effect; Assignment. This Assignment is binding upon the parties and their respective successors, representatives and assigns.

8.8 Force Majeure. No party shall be liable for any failure or delay in performing hereunder, if such failure or delay is due to war, strike, government requirements, acts of nature, acts or omissions of carriers, or other cause(s) beyond its reasonable control.

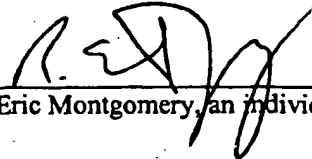
8.9 Counterparts. This Assignment may be executed in counterparts, and all counterparts shall be deemed to be one and the same agreement.

8.10 No Agency. The parties are independent contractors, and this Assignment shall not be construed to create any agency or partnership between them. No party has authority to bind the other, to incur any liability or act on behalf of the other, or to direct the other's employees.

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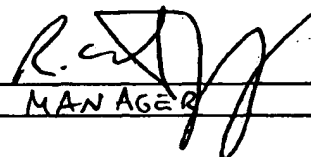
Signature Page Follows.]

IN WITNESS WHEREOF Assignor has hereunto set its hand:

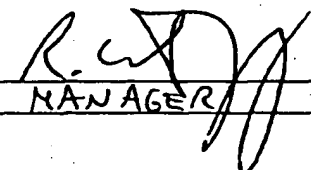


R. Eric Montgomery, an individual

**ORACEUTICAL INNOVATIVE
PROPERTIES, LLC**, a Delaware limited
liability company

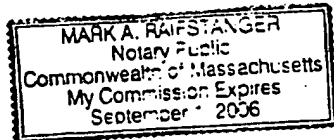
By: 
Title: MANAGER

ORACEUTICAL LLC, a Delaware limited
liability company

By: 
Title: MANAGER

STATE OF Massachusetts)
)
COUNTY OF Dorchester)

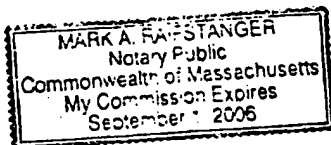
On this 23rd day of July, 2003, personally appeared before me R. Eric Montgomery, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment, and acknowledged that he executed the same.



[Signature]
NOTARY PUBLIC, Residing at:
Shelfield, MA

STATE OF Massachusetts)
)
COUNTY OF Dorchester)

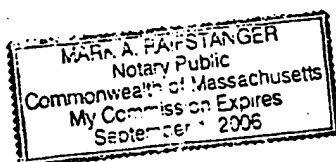
On this 23rd day of July, 2003, personally appeared before me R. Eric Montgomery, the Manager of Oraceutical Innovative Properties, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment, and acknowledged that he executed the same for and on behalf of Oraceutical Innovative Properties, LLC.



[Signature]
NOTARY PUBLIC, Residing at:
Shelfield, MA

STATE OF Massachusetts)
)
COUNTY OF Dorchester)

On this 23rd day of July, 2003, personally appeared before me R. Eric Montgomery, the Manager of Oraceutical LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment, and acknowledged that he executed the same for and on behalf of Oraceutical LLC.



[Signature]
NOTARY PUBLIC, Residing at:
Shelfield, MA

EXHIBIT A**OAC IP Description**

Patent/Publication No.	Application No.	Filed	Title
	60/004,258	9/25/96	Tooth Bleaching Compositions
U.S. 5,922,307	08/719,569	09/25/96	Tooth Bleaching Compositions
	09/022,656 Abandoned	02/12/98	Tooth Bleaching Compositions
U.S. 6,312,670	09/054,156	04/02/98	Tooth Bleaching Compositions
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